

## **EXHIBIT K62**

VOL. XVI, TABS

6484- 5867

☒ GRANITE STATE INSURANCE COMPANY  
☐ NEW HAMPSHIRE INSURANCE COMPANY

## PACIFIC STARR of NEW YORK, INC.

UNDERWRITING MANAGERS

NEW YORK

## DECLARATIONS

1. Assured: W. R. GRACE &amp; CO., ET AL

Address: 1114 AVENUE OF THE AMERICAS  
 NEW YORK, NEW YORK 10038

2. Policy Period: From JUNE 30, 1984 TO JUNE 30, 1985  
 both days at 12:01 A.M. (Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and conditions of the form(s) attached.

3. Amount: \$ 4,750,000. PART OF  
 \$20,000,000. EXCESS OF  
 \$ 5,000,000.

4. Coverage: EXCESS LIABILITY

5. Premium: A) Provisional or deposit premium \$77,188.00

B) Minimum Premium \$77,188.00

C) Basis of Adjustment (Rate) FLAT

D) Audit Period NONE

E) Currency: U.S. Dollars

Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the paid premium less the earned portion thereof on demand, subject to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is issued, it is understood and agreed that whenever an additional or return premium of \$10.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium; or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be required in the case may be.

Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

*John E. Griffin* Secretary  
 JULY 20, 1984 MB/ft

*Robert B. Sanborn* President

PACIFIC STARR OF NEW YORK, INC.  
 UNDERWRITING MANAGERS

By *Michael T. Brugg*

ORIGINAL

GEC 028819

WRG Policies  
 07262

**EXCESS UMBRELLA POLICY**

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

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and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and which prompt notice has been given to the Company.

**SCHEDULE**

ITEM 1. NAMED ASSURED W. R. GRACE & CO., ET AL

ITEM 2. Underlying Umbrella Policies: LONDON

ITEM 3. Underlying Umbrella limits  
(Insuring Agreement II): \$5,000,000.

ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II): \$5,000,000.

ITEM 5. Limit of Liability  
(Insuring Agreement III): \$4,750,000. PART OF \$20,000,000.

ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II): \$4,750,000. PART OF \$20,000,000.

ITEM 7. Notice of Occurrence (Conditions 4) to: Pacific Starr of New York, Inc.  
99 JOHN STREET  
NEW YORK, NEW YORK 10038

**INSURING AGREEMENTS****COVERAGE**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

(a) imposed upon the Assured by law,  
or

(b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured while acting in his capacity as such.

for damages, direct or consequential and expenses on account

(i) Personal injuries, including death at any time result therefrom,

(ii) Property damage,

(iii) Advertising liability.

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Schedule, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. 6484-5867

Issued to: W. R. GRACE &amp; CO., ET AL

Dated: JULY 20, 1984

GEC 028820

☒ GRANITE STATE INSURANCE COMPANY☐ NEW HAMPSHIRE INSURANCE COMPANY

PACIFIC STARR OF NEW YORK INC.

Underwriting Managers

By *Michael C. Brugg* WRG Policies

07267

**II. LIMIT OF LIABILITY - UNDERLYING LIMITS**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

- |  |   |
|--|---|
| \$ (as stated in Item 3 of the Declarations) | Ultimate net loss in respect of each occurrence, but  |
| \$ (as stated in Item 4 of the Declarations) | in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured. |

and the Company shall then be liable to pay only the excess thereof up to a further

- |  |  |
|--|--|
| \$ (as stated in Item 5 of the Declarations) | ultimate net loss in all in respect of each occurrence-subject to a limit of   |
| \$ (as stated in Item 6 of the Declarations) | in the aggregate for each annual period during the currency of this Policy separately, in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured. |

**CONDITIONS****1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY.**

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Schedule shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph, and to all the other terms and conditions of this Policy, in the event that Personal Injury or Property Damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Assured for liability in respect to such Personal Injury or Property Damage without payment of additional premium.

**2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.**

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Schedule prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of the Prior Insurance and Non Cumulation of Liability Condition of the Underlying Umbrella Policies.

**3. CANCELLATION-**

This Policy may be cancelled by the Named Assured or by the Company or their representative by mailing written notice to the

other party stating when, not less than thirty (30) days (ten (10) days for non-payment of premium) thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representative to the Named Assured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company or their representative shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Company shall retain the customary short rate proportion of the premium for the period this Policy has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tenders return premium.

**4. NOTICE OF OCCURRENCE-**

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Schedule as soon as practicable provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claim.

**5. OTHER INSURANCE-**

If other valid and collectible insurance with any other Insurance is available to the Assured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

## **EXHIBIT K63**

**INN** PACIFIC EMPLOYERS INSURANCE COMPANY, LOS ANGELES, CALIFORNIA

## CERTIFICATE OF EXCESS INSURANCE

## DECLARATIONS

Item 1.

Name of

Insured —

W.R. GRACE & CO., ETAL AND/OR SUBSIDIARY, ASSOCIATED,  
 AFFILIATED COMPANIES AND/OR ORGANIZATIONS OWNED, CONTROLLED  
 AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED  
 PLUS JOINT VENTURES AS EXPIRING

xccc 01 22 83

Item 2.

Address —

GRACE PLAZA, 1114 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036

Item 3. Certificate Term —

From: 6/29/84

To: 6/29/85

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance —

Primary Carriers

LONDON  
 TRANSIT  
 PEIC

Policy Numbers

AS PER FILE

Policy Periods

6/30/84 TO 6/30/85

Item 5. Description of Primary Insurance — AS PER FILE

UMBRELLA LIABILITY INCLUDING WC, AND EMPLOYEE BENEFIT LIABILITY  
 BUT EXCLUDING ERISA

Item 6. Description of Excess Insurance —

\$1,750,000 PART OF \$20,000,000 EXCESS OF \$5,000,000 UMBRELLA  
 EXCESS OF PRIMARY AS PER FILE

Item 7. Premium — \$28,348. - SUBJECT TO RATE OF .0350 PER THOUSAND OF  
 SALES FOR \$20,000,000. LAYER.

Item 8. attached hereto and made a part hereof:

~~Noted by the insured that the following is not a part of the policy~~  
 LD6B97 ENDT.#1

8/1/84